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In the *first* class of cases, it is held that the proceeding abates by the death, resignation or other retirement of the officer: *The Secretary v. McGarrahan*, 9 Wall. (U. S.) 298, 19 L. ed. 579; *United States v. Boutwell*, 17 Wall. 604, 21 L. ed. 721; *Warner Valley Stock Co. v. Smith*, 165 U. S. 28, 41 L. ed. 621, 17 Sup. Ct. Rep. 225; *United States v. Butterworth*, 169 U. S. 600, 42 L. ed. 873, 18 Sup. Ct. Rep. 441. See also *United States v. Chandler*, 122 U. S. 643, 30 L. ed. 1244; *United States v. Lamont*, 155 U. S. 303, 39 L. ed. 160, 15 Sup. Ct. Rep. 97; *United States v. Lochren*, 164 U. S. 701, 41 L. ed. 1181, 17 Sup. Ct. Rep. 1001. To remedy certain of the difficulties so arising Congress in 1899, passed an act (30 Stat. at L. 822, ch. 121) to prevent the abatement of such actions. In the *second* class of cases, the proceeding does not abate but "may be commenced with one set of officers, and terminate with another, the latter being bound by the judgment." *Thompson v. United States*, 103 U. S. 480, 26 L. ed. 521; *Leavenworth County v. Sellen*, 99 U. S. 624, 25 L. ed. 333. See also *People v. Champion*, 16 Johns. (N. Y.) 61; *People v. Collins*, 19 Wend. (N. Y.) 56; *Re Parker*, 131 U. S. 221, 33 L. ed. 123, 9 Sup. Ct. Rep. 708.

MASTER AND SERVANT—ACTS WITHIN THE SCOPE OF THE EMPLOYMENT.—Defendant employed a servant to drag bales of cotton from the sidewalk into his warehouse, and for this purpose provided him with a short iron hook. While coming out of the warehouse, the servant saw some boys playing on and around the bales, and made a motion as if to throw the hook at them, in order to frighten them away. The hook slipped from his hand and destroyed the eye of the plaintiff, a boy standing near by on the sidewalk, but who was not on the bales or making any attempt to trespass upon the defendant's property. In an action to recover damages from the master for this act of the servant, *Held*, that the defendant was not liable. *Guille v. Campbell*, (1901) 200 Pa. 119, 49 Atl. Rep. 938, 55 L. R. A. 111.

The question, of course, was whether the act of the servant was within the scope of his employment. It had neither been authorized nor contemplated by the master. Was it incident to or in furtherance of the duty the servant was authorized to perform? It did not appear that any of the boys were in any way obstructing the servant or interfering with the discharge of his duty. It was true that the injury had been done with an instrument provided by the master but it was provided for an entirely different purpose. "The act of violence by which the injury was occasioned was not done in execution of the authority given, but was quite beyond it, and must be regarded as the unauthorized act of the servant, for which he himself and not the defendant must be answerable. Whether his action was simply careless, or whether it was malicious, it was his own, and was not an incident to the authority granted."

MASTER AND SERVANT—CONTRACT TO EMPLOY—DUTY OF MASTER TO GIVE WORK AS WELL AS PAY WAGES.—Plaintiff and defendants entered into a written contract whereby the defendants agreed "to continue to engage and employ the plaintiff as their servant and representative salesman" for four years, and to pay him an annual salary in monthly instalments. The plaintiff agreed "to devote his whole time to the business" of the defendants, and "to faithfully serve them as heretofore." After serving them for some time, plaintiff was notified by the defendants that although he would still be in their employ, and paid as usual, he would not after that day "be required to perform any duties." He sued to recover damages for not giving him work, and for not permitting him to continue to represent them as their salesman. *Held*, that the action could not be maintained. *Turner v. Sawdon* [1901] 2 K. B. 653.

The opinion of the majority of the Court of Appeal was that the contract amounted simply to an undertaking on the part of defendants to keep or retain plaintiff as their employee, and to pay him the stipulated wages—both of which they had done—but did not involve any further undertaking that they would also give him work to do, or permit him to work. The